

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY AND ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

After recording, return to:
Villas of Middleton Homeowners Association Inc.
c/o Essex Association Management
Attention: Ron Corcoran
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF COLLIN §

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAS OF MIDDLETON TOWNHOMES

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAS OF MIDDLETON TOWNHOMES (this "Amendment") is made and entered by Plano Parkway Investments, L.P., a Texas limited partnership (the "Declarant"), as of the 19th day of August, 2021.

WHEREAS, on July 19, 2016, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Villas of Middleton Townhomes recorded on December 7, 2016, as Document No. 20161207001662660, in the Official Public Records of Collin County, Texas, as amended and modified by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Villas of Middleton Townhomes dated March 6, 2018, and recorded on March 12, 2018 as Document No. 20180312000298350, in the Official Public Records of Collin County, Texas, and as further amended and modified by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Villas of Middleton Townhomes dated March 12, 2018, and recorded on March 12, 2018 as Document No. 20180312000300470, in the Official Public Records of Collin County, Texas (as amended and modified, the “Declaration”);

WHEREAS, the Declaration affects all of the real property and improvements located within land described in the Declaration, including, without limitation, that real property described on that certain subdivision plat including sixty-one (61) Lots entitled “Final Plat, Villas of Middleton, Phase One”, which plat was recorded on January 5, 2017 as Document No. 20170105010000050, in the map or plat records of Collin County, Texas (the “Phase One Plat”)

WHEREAS, the Development Period (as defined in the Declaration) is still in effect:

WHEREAS, during the Development Period, in accordance with the terms of the Declaration, including, without limitation, Section 16.4 and Section B.3.4 of the Appendix thereof, Declarant may unilaterally amend the Declaration without the joinder or consent of any other party, by an instrument in writing duly signed, acknowledged, and filed for record in Collin County to,

among other things, correct errors and misstatements in the Declaration, modify the designation of the area of common responsibility and/or to create easements and common areas within the Property; and

WHEREAS, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Declaration, as more specifically provided in this Amendment.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Defined Terms. Unless otherwise defined in this Amendment or the context otherwise requires, each term used in this Amendment with its initial letter capitalized which has been specifically defined in the Declaration shall have the same meaning herein as given to such term in the Declaration.

2. Amendments. (a) The Declaration is hereby modified and amended as follows:

(i) The “Development Period”, as defined in Section 1.12 is hereby amended and modified in its entirety to read as follows:

“1.12 “Development Period” means the period commencing on the date of recordation of this Declaration in the County real property records, and ending on the date that is the earlier of (i) fifty (50) years after the date this Declaration is recorded, or (ii) the date on which Declarant records a written notice of termination of the Development Period in the County real property records, and during which Declarant has certain rights hereunder and pursuant to Appendix B hereto. The Development Period is for a term of years and does not require that Declarant own land described in Appendix A. Declarant may terminate the Development Period at any time by recording a notice of termination in the County real property records.”

(ii) Section 5.3.2 is hereby modified and amended to read in its entirety as follows:

“5.3.2. Front Lawns (if any). All trees, shrubs and lawns are maintained, including irrigation system and replacement of dead plants and vegetation; provided however, each owner shall be liable and responsible to maintain any irrigation controller located within the garage of such Owner’s Townhome or areas within an Owner’s Lot not freely accessible (i.e., in rear yard area behind locked gate). The foregoing applies only to the area between the front of the townhome and the adjacent public street. Owners are not allowed to individualize the front landscape of their home. Artificial landscape, flowers and vegetation of any kind is prohibited. The Owner should report any landscape related problems to the Association or its Managing Agent immediately. Notwithstanding the foregoing or anything to the contrary contained herein each owner shall be liable and responsible for (i) turning off water supply and draining irrigation lines, as well as covering and insulating water spickets and exposed pipes, in advance of any freezing temperatures, and any repairs or maintenance required for the

irrigation system or portions thereof on such owner's Lot due to failure to perform the foregoing, (ii) additional costs and expenses incurred by the Association in connection with accessing irrigation lines for purposes of maintenance or repair thereof due to the location or placement of paving, pavers, hardscape, landscape or other improvements within an Owner's Lot (inclosing, without limitation, rear yard areas) without prior ACC approval; and (iii) damage and loss of landscape improvements, sod, or plants, and costs to replace and restore landscaping and plants if such damage or loss results from the Association's inability to access or maintain the irrigation controller. In no event shall the Association be liable or responsible to any Owner for any costs or expenses related to the damage or removal of improvements within an Owner's Lot constructed or installed in such Owner's Lot without the prior written approval of the ACC in connection with the Association's maintenance of irrigation systems on such Owner's Lot. NOTE: AN OWNER MAY HAVE THE RIGHT TO PLACE IMPROVEMENTS WITHIN THE FENCED AREAS OF AN OWNER'S LOT WITHOUT ACC APPROVAL; HOWEVER, IF SUCH IMPROVEMENTS ARE NOT APPROVED BY THE ACC AND MUST BE REMOVED OR ARE DAMAGED IN CONNECTION WITH THE ASSOCIATION'S MAINTENANCE AND/OR REPAIR OF IRRIGATION SYSTEMS ON SUCH OWNER'S LOT, THE ASSOCIATION IS NOT LIABLE FOR COSTS OR EXPENSES TO REPLACE OR REPAIR SUCH DAMAGED OR REMOVED IMPROVEMENTS."

(iii) Section 6.3.1 is hereby modified and amended to read in its entirety as follows:

"6.3.1 ACC. The ACC will consist of at least 3 but not more than 5 persons appointed by the Board, pursuant to the Bylaws. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. Members of the ACC need not be Owners or Residents, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board. After the period of Declarant control, a person may not be appointed or elected to serve on the ACC if the person is (a) a current Board member, (b) a current Board member's spouse; or (3) a person residing in a current Board member's household."

(iv) The last sentence of Section 6.5 is hereby modified and amended to be replaced with the following sentences:

"Written notice of the determination of the Architectural Reviewer shall be provided to an applying Owner via certified mail, hand delivery or electronic delivery to the contact address of such Owner registered with the Association. Denials of the Architectural Reviewer must describe the basis for denial in reasonable detail and changes, if any, in the application or improvements required as a condition to approval, and inform the Owner that the Owner may request a hearing under Section 209.00505(e) of the

Texas Property Code on or before the 30th day after the date the notice was delivered by the Architectural Review to the Owner. A determination of the Architectural Reviewer may be appealed to the Board of the Association in accordance with Section 209.00505 of the Texas Property Code, and the Board shall hold a hearing within 30 days after an Owner's request for a hearing. The Architectural Reviewer will retain the other set of plans and specifications, together with the application, for the Association's files."

(v) Section 7.5.2 is hereby modified and amended to read in its entirety as follows:

"7.5.2 Disturbance. Pets must be kept in a manner that does not disturb the peaceful enjoyment of Residents of other Lots. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time. Owner shall ensure that their pet(s) comply with these rules at all times. Pets must be kept on a leash when outside the Residence. Notwithstanding anything contained herein to the contrary, the Board in its sole discretion and without incurring any further duty or obligation to Owners or Residents within the Property, may decide to refer complaining parties to the appropriate municipal or governmental authorities for handling and final disposition. **IF ANY ANIMAL OR PET IS A NUISANCE IN THE SUBDIVISION OR PROPERTY, HOMEOWNERS ARE ENCOURAGED TO CONTACT THEIR LOCAL ANIMAL CONTROL AUTHORITY FOR ASSISTANCE.** The Association shall have no liability or obligation to ensure removal of a pet from the Property that is a nuisance and cannot be held liable or responsible if any enforcement actions taken by the Association under this Section 7.5.2 are unsuccessful. Any Owner of a pet that attacks another person or animal within the Property is subject to a mandatory and immediate \$500 fine per occurrence (each day of violation being deemed to be an occurrence), whether or not such Owner's pet inflicted harm on a person."

(vi) Section 7.5.5 is hereby modified and amended to read in its entirety as follows:

"7.5.5 Liability. An Owner is responsible for any property damage, injury, or disturbance caused or inflicted by an animal kept on the Lot. **EACH OWNER BY ACCEPTANCE OF TITLE TO ITS LOT HEREBY RELEASES AND WAIVES THE ASSOCIATION, DECLARANT, THE BOARD AND/OR ITS MANAGING AGENT AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, DESIGNEES, ADMINISTRATORS, INSPECTORS, CONTRACTORS, AND AGENTS, AND AGREES TO INDEMNIFY AND DEFEND SAME AND HOLD THEM HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF ANY ACTIONS OR ATTACK BY OWNER'S PET OR BY ANY PET**

RESIDING ON AN OWNER'S LOT WITHIN THE PROPERTY. ALL BREEDS OF PETS THAT ARE DETERMINED TO BE AGGRESSIVE OR VICIOUS BREEDS BY THE BOARD OR ANY APPLICABLE GOVERNMENTAL AUTHORITY (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, PIT BULLS OR ROTTWEILERS) ARE STRICTLY PROHIBITED WITHIN THE PROPERTY AND ARE DEEMED TO BE A NUISANCE AND SUBJECT TO REMOVAL PROVISIONS SET FORTH HEREIN."

(vii) Section 7.18 is hereby modified and amended to read in its entirety as follows:

"7.18 GUNS, FIREARMS AND WEAPONS; FIREWORKS. Hunting and shooting are not permitted anywhere on or from the Property. No toys, weapons or firearms, including, without limitation, air rifles, BB guns, sling-shots or other item that is designed to cause harm to any person, animal or property may be used in a manner to cause such harm (whether intentionally or negligently or otherwise) to any person, animal or property. Violation of this restriction is subject to an immediate fine of up to \$1,000 per occurrence after the first notification (which may be given in writing or verbally, to the extent permitted under applicable law). Fireworks are strictly prohibited. Use of fireworks in the Property is subject to a monetary fine of \$1,000.00 for each violation. A sworn affidavit signed by a witness with legal capacity made under penalty of perjury attesting to the violation and specifying the date of approximate time of such violation which is received by the Association shall be sufficient evidence of such violation."

(viii) Section 7.20 is hereby modified and amended by adding the following at the end of such Section 7.20:

"The Association has the right to request each Owner leasing a Residence or Lot in the Subdivision subject to this Declaration provide the Association with the following regarding the lease or tenant thereunder:

"(a) The contact information, including name, mailing address, phone number, and e-mail address of each person who will reside on the Owner's Residence or Lot under the terms of such lease; and

"(b) The commencement date and term of such lease."

(ix) Section 7.21 is hereby modified and amended to read in its entirety as follows:

"7.21. NOISE & ODOR. A Resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy Residents of neighboring Townhomes. The rules and regulations promulgated by the Association may limit, discourage, or prohibit noise-producing activities and items in the Townhomes and on the Common Areas and/or Areas of Common Responsibility within the Property. The Association shall provide an Owner with notice of its violation of this use restriction, and if an Owner

receives more than one notice in any 12-month period, upon receipt of the second notice from the Association, the Owner shall be subject to fines hereunder. Notwithstanding anything contained herein to the contrary, the Board in its sole discretion and without incurring any further duty or obligation to Owners and Residents within the Property, may decide to take no action and refer complaining parties to the appropriate municipal or governmental authorities for handling and final disposition. IF ANY NOISE OR ODOR BECOMES IS A NUISANCE IN THE SUBDIVISION OR PROPERTY, RESIDENTS ARE ENCOURAGED TO CONTACT THEIR LOCAL LAW ENFORCEMENT OFFICIALS FOR ASSISTANCE. The Association shall have no liability or obligation to ensure the Property or any Owner or Resident of a Residence therein is free from nuisance and cannot be held liable or responsible if any enforcement actions taken by the Association under this Section 7.21 are unsuccessful. EACH OWNER AND RESIDENT BY ACCEPTANCE OF TITLE TO ITS LOT HEREBY RELEASES AND WAIVES THE ASSOCIATION, DECLARANT, THE BOARD AND/OR ITS MANAGING AGENT AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, DESIGNEES, ADMINISTRATORS, INSPECTORS, CONTRACTORS, AND AGENTS, AND AGREES TO INDEMNIFY AND DEFEND SAME AND HOLD THEM HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF ANY ACTIONS OR INACTIONS OF AN OWNER OR THE RESIDENTS OF SUCH OWNERS LOT THAT RESULTS IN NOISE OR ODORS THAT MAY BE A NUISANCE TO OTHERS WITHIN THE SUBDIVISION OR PROPERTY. Any Owner in violation of this Section 7.21 is subject to a \$500 fine per occurrence (each day of violation being deemed to be an occurrence).

NOTE: RESIDENCES ARE NOT SOUND PROOFED. BE A GOOD NEIGHBOR.

(x) Section 7.25 is hereby modified and amended to change references to "Texas Property Code Section 202.009" to refer to "Texas Election Code Section 259.002", and references to "Texas Property Code Section 202.009(c)" to "Texas Election Code Section 259.002(d)".

(xi) Section 8.11.1 is hereby modified and amended to add the following at the end of such Section 8.11.1:

"Resale Certificates shall be delivered by the Association or managing agent in any event within five (5) days after the second request delivered by an Owner to the Association via certified mail, return receipt requested, or via hand delivery with evidence of receipt by the Association."

(xii) The last sentence of Section 8.11.4 is hereby modified and amended to read as follows:

“The maximum amount of such transfer related fees shall be (i) with respect to Resale Certificates, \$375.00 to cover its administrative costs or otherwise to assemble, copy and deliver the initial Resale Certificate, and \$75.00 fee in connection with preparation of any update to the Resale Certificate, and (ii) up to \$750.00 for any other transfer related fees.”

(xiii) Section 9.6 of the Declaration is hereby modified and amended to read in its entirety as follows:

“9.6 DECLARANT OBLIGATION. Declarant's obligation for and exemption from assessments is described in Appendix B. Unless Appendix B creates an affirmative assessment obligation for Declarant, a Lot that is owned by Declarant during the Development Period is exempt from mandatory assessment by the Association. Declarant has a right to reimbursement for, and characterize as a loan, any assessment paid to the Association by Declarant during the Development Period, but only after the Declarant Control Period. During the Declarant Control Period, any funding of deficits of the Association by Declarant may be considered a loan to the Association in accordance with the terms of Appendix B, including, without limitation, Section B.2.3 thereof. These provisions may not be construed to prevent Declarant from making a loan or voluntary monetary donation to the Association, provided it is so characterized.”

(xiv) The first sentence of Section 9.7 is hereby modified and amended to read in its entirety as follows:

“The Board will prepare and approve an estimated annual budget for each fiscal year at an open meeting of the Board held in accordance with requirements under Section 209.0051 of the Texas Property Code and the Bylaws.”

(xv) Section 9.9 is hereby modified and amended to read in its entirety as follows:

“9.9 Reserve Fund Contribution. The Reserve Fund Contribution collected pursuant to Section 8.11.3 may be increased annually by action of the Board without joinder or consent of any other Owner or Member. The Association shall have the right to the use of funds allocated to the replacement reserve fund funded by Reserve Fund Contributions collected in accordance with Section 8.11.3 for operating and/or administrative expenses of the Association, or for the maintenance and upkeep of any area of the grounds, Common Areas, Areas of Common Responsibility, or any portion of the Property, at any time and from time to time, as needed so long as the Association is the responsible party for said maintenance and upkeep. During the Declarant Control Period, Declarant may but, shall have no obligation, to establish or subsidize a replacement reserve fund for the Association.”

(xvi) The following is added as a new Section 11.10:

“11.10 Credit Reporting; Notice to Owners. The Association through its Board, or any management agent of the Association, may report an Owner delinquent in the payment of Assessments to any credit reporting agency only if (a) The delinquency is not the subject of a pending dispute between the Owner and the Association; and (b) at least thirty (30) business days before reporting to a credit reporting service, the Association sends, via certified mail, hand delivery, electronic delivery, or by other delivery means acceptable between the delinquent Owner and the Association, a detailed report of all delinquent charges owed; and (c) the delinquent Owner has been given the opportunity to enter into a payment plan. The Association may not charge a fee for the reporting of an Owner to any credit reporting agency of the delinquent payment history of assessments, fines, and fees of such Owner to a credit reporting service. Furthermore, the Association must notify Owners via certified mail prior to (i) any suspension of such Owner or any Residents use of common areas and common services under Section 11.5 or Section 12.2.3, (ii) any fine being imposed under the terms of Section 12.2.2,”

(xvii) Section 12.1 is modified and amended to add the following at the end of Section 12.1:

“Not later than ten (10) days before the Association holds a hearing under Chapter 209 of the Texas Property Code, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing; failing which the Owner is entitled to a fifteen (15) day postponement of the hearing. During the hearing, the Association (through a member of the Board of designated representative) shall first present the Association’s case against the Owner. An Owner or its designated representative is then entitled to present the Owner’s information and issues relevant to the appeal or dispute.”

(xviii) The last sentence of Section 12.2.4. is hereby modified and amended to read in its entirety as follows:

“Prior notice is not required (1) in the case of emergencies, (2) to remove violative signs, (3) to remove violative debris, (4) to address an act or condition constituting a threat to health or safety, (5) to address a noise violation that is not ongoing, (6) to cure or prevent property damage, including the removal or alteration of landscape, (7) to stop an event prohibited by a dedicatory instrument, including, without limitation, garage sales or yard sales, or (8) to remove any other violative item or to abate any other violative condition that is easily removed or abated and that is considered a nuisance, dangerous, safety or health hazard, or an eyesore to the Property.”

(xix) The first sentence of Section 13.4.3 is hereby modified and amended to read in its entirety as follows:

“Each Owner of a Townhome Lot is solely liable and responsible for the covering, maintenance, repair, and replacement of rooftop patios, decking and related finishes and improvements (the “Rooftop Patio and Related Improvements”), and such Rooftop Patios and Related Improvements with respect to a Townhome are the full responsibility of the Owner of such Townhome, and the Association shall maintain, repair and replace as part of the Areas of Common Responsibility the exterior of the Townhome Buildings and roof (excluding any portion thereof that is included in the Rooftop Patio and Related Improvements).”

(xx) Article 14 is hereby modified and amended to add a new Section 14.6 thereof to read as follows:

“14.6 ASSOCIATION INSURANCE. The Association has the option, but is in no way obligated, to obtain property insurance as the Board of the Association may deem appropriate in its sole discretion, for any or all Common Areas and/or Area(s) of Common Responsibility and/or improvements thereon and may obtain general liability insurance and/or officer and director liability insurance as the Board of the Association may deem appropriate in its sole discretion with regards to the obligations, duties, and rights of the Association under this Declaration and or use, access and maintenance of the Common Areas and Area(s) of Common Responsibility. Any such insurance policies once obtained by the Association shall continue to be maintained by the Association unless written notice is delivered to each Owner at least thirty (30) days in advance of cancellation of such policy(ies). Any costs or expenses incurred by the Association in obtaining insurance under this Section 14.6 may be levied as an Insurance Assessment against each Owner’s Lot in accordance with the terms of Section 9.4.3 and additional insurance costs of the Association in excess of budgeted amounts may be assessed and levied annually as a special Insurance Assessment to cover actual insurance costs incurred by the Association without restriction of any kind (including without any limitations on increases of the Insurance Assessments or approvals required under Section 9.3 for increases in Insurance Assessments that would otherwise be required to fund actual costs incurred by the Association in obtaining and maintaining insurance win accordance with this Section 14.6).”

(xxi) Section 18.3 is hereby modified and amended to read in its entirety as follows:

“18.3 NOTICE. All demands or other notices required to be sent to an Owner or Resident by the terms of this Declaration may be sent by ordinary or certified mail, postage prepaid, to the party's last known address or to an owner’s e-mail address (if an owner has registered its e-mail address with the Association), as it appears on the records of the Association at the time of mailing. If an owner fails to give the Association an address for mailing or e-mailing notices, all notices may be sent to the owner's Lot, and the owner is deemed to have been given notice whether or not he actually

receives it. Each owner has a duty to keep an updated email address registered with the Association under Section 209.0051(f) of the Texas Property Code.”

(xxii) Section B.1.4(b) of Appendix B is hereby modified and amended to read in its entirety as follows:

“b. “Declarant Control Period” means that period of time during which Declarant controls the operation of this Association. The duration of the Declarant Control Period will be from the date this Declaration is recorded for a maximum period not to exceed the earlier of:

“(1) fifty (50) years from date this Declaration is recorded.

“(2) the date title to the Lots and all other portions of the Property has been conveyed to Owners other than Builders or Declarant.”

(xxiii) Section B. 2. 3 of Appendix B of the Declaration is hereby modified and amended to read in its entirety as follows:

“B.2.3. Budget Funding. During the Declarant Control Period only, Declarant is responsible for the difference between the Association’s operating expenses and the Regular Assessments received from Owners other than Declarant, and will either levy a special assessment to fund such deficit or provide any additional funds necessary to pay actual cash outlays of the Association. At the Declarant’s sole discretion, funds provided for the purpose of offsetting a deficit may be treated as a loan from Declarant to the Association and a liability of the Association. On termination of the Declarant Control Period, Declarant will cease being responsible for the difference between the Association’s operating expenses and the Assessments received from Owners other than Declarant. Declarant is not responsible for funding the replacement reserve fund and may, at its sole discretion, require the Association to use reserve funds when available to pay operating, administrative or other Association expenses prior to the Declarant funding any deficit.”

(xxiv) Section B.5.a. of Appendix B of the Declaration is hereby modified and amended to read in its entirety as follows:

“a. The amount of the contribution to this fund will initially be One Thousand and No/100 Dollars (\$1,000.00) and will be collected on the closing of the sale of the Lot to an owner other than Declarant, a Successor Declarant, or a Declarant-affiliate. The working capital fund contribution may be increased by a majority vote of the Board of The Association and resolution or approval in an open meeting of the directors of the Board of the Association at any time and from time to time.”

(xxv) Section B.5.d. and Section B.5.e. of Appendix B of the Declaration are hereby modified and amended to read in their entirety as follows:

- “d. The working capital fund shall be different from the replacement reserve fund set forth in the Declaration, Section 8.11.3. Contribution to the working capital fund are not advance payments of any Assessments or made in lieu of other reserve fund payments or amounts to be collected or due hereunder in the event of a transfer of a Lot and are not refundable to the contributor by the Association or by Declarant. This may not be construed to prevent a selling Owner from negotiating reimbursement of the contribution from a purchaser. Funds held in the working capital fund may be used for any operating, administrative and/or maintenance needs of the Association, including, without limitation, funding for the Association’s operating needs during the Declarant Control Period in the event of a deficit in the Association’s operating budget.
- “e. Declarant will transfer the balance of the working capital fund, if any, to the Association’s replacement reserve fund on or before termination of the Declarant Control Period.”

(b) Appendix “C” of the Declaration is hereby modified and amended and replaced in its entirety with Appendix “C” attached hereto. **Upon recordation of this Amendment, a recorded copy of this Amendment with new “Appendix “C” - Maintenance and Responsibility Chart” shall be distributed to each owner within the Property, as required by the terms of the Declaration.**

3. No Other Effect. Except as expressly modified, amended and supplemented by this Amendment, the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as modified, amended and supplemented hereby, is hereby amended as provided herein.

4. Severability. Invalidation of anyone provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment or the remainder of this Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. Headings. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

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EXECUTED to be effective as of the date written above.

DECLARANT:

PLANO PARKWAY INVESTMENTS, L.P.,
a Texas Limited Partnership

By: Plano Parkway Management, LLC,
a Texas limited liability company,
its General Partner

By: 

Name: ~~Abid H. Abedi~~

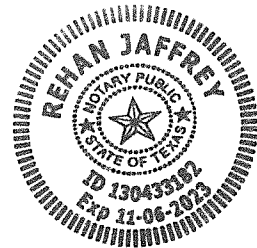
Its: President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 11th day of Nov,
2021, by Abid H. Abedi, President of Plano Parkway Management, LLC, as general partner of
Plano Parkway Investments, L.P., a Texas limited partnership on behalf of said limited liability
company and limited partnership, and in the capacities herein stated.



Notary Public, State Of Texas



APPENDIX "C"
MAINTENANCE RESPONSIBILITY CHART
VILLAS OF MIDDLETON TOWNHOMES

"all aspects" includes maintenance, repair and replacement, as needed"

Component of Property	Area of Common Responsibility	Owner Responsibility
Roofs	the exterior of the Townhome Buildings and roof (excluding any portion thereof that is included in the Rooftop Patio and Related Improvements.	all other aspects, including the Rooftop patio, decking and related finishes and improvements ("Rooftop Patio and Related Improvements")
Roof-mounted attachments	None	All aspects
Exterior vertical walls of Townhome Buildings, other exterior features of Townhome Buildings not specifically listed in chart	Outermost materials only, such as siding, stucco and brick, and any coatings or surface treatments on the material, such as paint or sealant	All other aspects, including wall cavities and insulation
Townhome Building foundations, patio slabs and A/C slabs	None	All aspects, including tolerance for minor cracks that are inevitable results of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete and settling of the Townhome Building
Concrete driveways and sidewalks	All structural aspects	Routine cleaning and tolerance for minor cracks that are inevitable results of the natural expansion and contraction of soil, shrinkage during the curing of the concrete and settling of the Townhome Building
Retaining walls	All aspects	None

Component of Property	Area of Common Responsibility	Owner Responsibility
Displays of street numbers on exterior doors or Townhome Building surfaces	All aspects	None
Gutters and downspouts	All aspects	None
Grounds – outside the fenced yards (if any).	All aspects	None
Yard irrigation system (sprinkler)	All other aspects	Maintaining and repairing the controller for the irrigation system if located in the garage or areas within an Owner's Lot not freely accessible (i.e., in rear yard area behind locked gate); Turning off water supply and draining irrigation lines, as well as covering and insulating water spickets and exposed pipes in advance of any freezing temperatures; any repairs or maintenance required due to failure to perform the foregoing
Exterior light fixtures on Townhome Buildings	None	All aspects
Garages	None	All aspects. Includes routine interior cleaning, interior wall and ceiling materials, garage door, pedestrian door, automatic garage door opener, remote controls, interior light fixture, and interior electrical outlets.
Insulation and weather-stripping	None	All aspects
Chimneys and fireplaces	None	All aspects

Component of Property	Area of Common Responsibility	Owner Responsibility
Fences and gates around private Townhome yards (if any)	All aspects	None
Townhome interiors, including improvements, fixtures, partition walls and floors within Townhome	None	All aspects including but not limited to all electrical and plumbing components
Sheetrock in Townhomes (walls and ceilings) and treatments on walls	None	All aspects
Improvements and grounds in private patio/yards	None	All aspects
Exterior doors of Townhomes	None	All aspects of the garage door, and all aspects of other doors, including paint, door frame, door, glass panes, hardware, locks, peep-holes, thresholds, weather stripping and doorbells
Windows	Periodic exterior caulking in connection with exterior painting	All other aspects, including window frames, window sill flashings, window seals and sealants, screens, window locks, glass panes, glazing, interior caulking
Water, sewer, electrical lines and systems	None for lines and systems serving the Lots	All aspects of lines and systems serving the Lot
Heating and cooling systems and water heaters	None	All aspects
Intrusion alarms on doors/windows, smoke/heat detectors, monitoring equipment	None	All aspects

Component of Property	Area of Common Responsibility	Owner Responsibility
Cable for television or Internet	Standards for location and appearance of cable and/or conduit	All other aspects
Television Antennas and satellite dishes	Standards for location and appearance of exterior-mounted devices	All other aspects

- Note 1: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such a component.
- Note 2: If the Owner is responsible for a component of the Townhome Building that is shared with one or more other Townhomes in the Townhome Building, such as roof trusses and the foundation, the responsibility is shared by the Owners of all the Townhomes in the Townhome Building. If the Owners of the Townhomes in the Townhome Building cannot agree on an equitable division of the costs based on the circumstances, the division will be equal among the Townhomes although one Townhome may be more affected than the others. If the Owners of the Townhomes cannot agree on any aspect of maintenance that requires their joint participation, the matter will be decided by a 3-person ad hoc committee appointed by the Board.
- Note 3: If an Owner fails or refuses to perform necessary maintenance, repair, or replacement, the Association may perform the work after giving required notices to the Owner.
- Note 4: This Maintenance Responsibility Chart may be revised by the Association at any time and from time to time at the sole discretion of the Declarant or a majority vote of the Board. A revised Chart must be recorded in the Real Property Records of Collin County, Texas. **Revisions to the Maintenance Chart must be provided to the Owners by delivering a copy of the revised Chart to Owners by U.S. mail and if applicable, posted to the Association's website.**

[End of Appendix C]



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
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